

ETHEL K. BRAUNS

IBLA 85-480

Decided September 29, 1986

Appeal from a decision of the Alaska State Office, Bureau of Land Management, rejecting noncompetitive oil and gas lease offer AA-67145.

Reversed.

1. Oil and Gas Leases: Applications: Attorneys-in-Fact or Agents--Oil and Gas Leases: Offers to Lease

BLM may properly reject a noncompetitive oil and gas lease offer signed by someone other than the offeror when it is not rendered in a manner to reveal the name of the signatory and the relationship between the offeror and signatory, in accordance with 43 CFR 3102.4. However, the BLM decision will be reversed where the evidence establishes that the offeror actually signed the offer forms.

APPEARANCES: Ethel K. Brauns, pro se.

OPINION BY ADMINISTRATIVE JUDGE IRWIN

Ethel K. Brauns has appealed from a decision of the Alaska State Office, Bureau of Land Management (BLM), dated March 1, 1985, rejecting over-the-counter noncompetitive oil and gas lease offer AA-67145.

On July 30, 1984, appellant filed a lease offer with BLM for 640 acres of public domain land situated in sec. 23, T. 6 S., R. 14 W., Kateel River Meridian, Alaska, pursuant to the section 17 of the Mineral Leasing Act, as amended, 30 U.S.C. § 226 (1982). By decision dated September 11, 1984, BLM required appellant to "sign" and return attached special stipulations. The record contains copies of these stipulations, entitled "Upland Stipulations for Alaska Noncompetitive Oil and Gas Leases," purportedly signed by appellant and received by BLM on September 7, 1984, and February 26, 1985.

In its March 1985 decision, BLM rejected appellant's lease offer because the signatures on the offer form and the stipulations "do not match" and appellant had failed to disclose the name of the signatory and their relationship in accordance with 43 CFR 3102.4. BLM cites The Petrolar Group, 77 IBLA 232 (1983).

On March 21, 1985, appellant filed timely a notice of appeal from the March 1985 BLM decision, which notice indicated that Citizens Oil and Gas Corp. (Citizens) had been somehow involved in the filing of her lease offer. By order dated March 10, 1986, we afforded appellant an opportunity "to explain whether she signed both the offer forms filed July 30, 1984 and the stipulation forms filed September 7, 1984, and February 26, 1985, or whether [Citizens] or anyone else signed one set of forms or the other." In subsequent statements submitted by appellant, she states that she "definitely signed" the stipulation forms but is "unsure" of whether she signed the lease offer forms.

Appellant states that John Parsons, president of Citizens, has her power of attorney. She submits a copy of a July 25, 1985 power of attorney, signed by her and giving Citizens authority to sign all necessary instruments "for the filing of oil and gas leases with the United States Government." Appellant also submits a copy of the signature page for another lease offer, dated August 20, 1984, "showing how Mr. Parsons showed his company [and] he were acting for me." That document is signed, from what we can judge, by appellant, but states in printed and typewritten letters: "Citizens Oil & Gas Corp. act for Ethel K. Brauns." Below that printed and typewritten material is the signature of "John Parsons, Pres." That signature bears absolutely no resemblance to appellant's signature on the lease offer forms involved herein.

[1] The applicable regulation, 43 CFR 3102.4, provides that the "original" of oil and gas lease offers "shall be holographically (manually) signed in ink and dated by the * * * potential lessee or by anyone authorized to sign on behalf of the * * * potential lessee * * *." See also 43 CFR 3111.1-1(a). Moreover, that regulation provides that:

Documents signed by anyone other than the * * * potential lessee shall be rendered in a manner to reveal the name of the * * * potential lessee, the name of the signatory and their relationship. (Example: John Smith, agent for Mary Jones; or ABC Corporation, agent for Mary Jones by John Smith.)

43 CFR 3102.4. BLM may properly reject a lease offer which does not comply with 43 CFR 3102.4 by disclosing the name of the signatory and the relationship between the signatory and the offeror. Cf. Jonas P. Beachy, 80 IBLA 209 (1984), and cases cited therein.

It is apparent from the record that BLM was prepared to issue a noncompetitive oil and gas lease for the lands described in appellant's lease offer (in fact, the lease was signed and dated by BLM and then marked "void"), when concerns were raised regarding whether appellant or someone else had actually signed her lease offer. Indeed, we note that there are slight differences between the signatures on appellant's lease offer and stipulation forms, notably the capital letter "E." We do not fault BLM for this careful attention to detail, which certainly merited an explanation by appellant. However,

after carefully scrutinizing the signatures and considering appellant's statements submitted on appeal, we are persuaded that the lease offer and stipulation forms were all executed by appellant. Thus, we conclude that appellant was not required to comply with 43 CFR 3102.4, and her lease offer may properly be reinstated.

Appellant has readily disclosed the fact that Citizens has (and may have had at the time of the filing of lease offer AA-67145) a power of attorney to sign her lease offers as well as her hesitancy about whether the signature on her lease offer forms was made by her. She states that the signature on her stipulation forms is hers and, indeed, that signature matches the signatures on all of the statements submitted by appellant to this Board. We are also convinced that the signature on the lease offer forms is appellant's. With the exception of the capital letter "E," all of the letters in that signature are nearly identical to the letters in other samples of appellant's signature, albeit with (as appellant puts it) a bit more "flair." There is also a very distinctive lower case letter "r". We also note that the only letter which stands out as different on the lease offer form, which appellant herself admits was the basis for her uncertainty and may also have given BLM some pause, i.e., the capital letter "E," appears in appellant's purported signature on the July 1985 power of attorney. Finally, appellant has submitted a copy of a lease offer signature page, contemporaneous with her July 1984 offer, which indicates that when Citizens was directly involved in an offer it merely disclosed that involvement on the offer form, but appellant still signed the offer form. It is possible that at some subsequent point in time Citizens began to sign appellant's lease offers under a power of attorney. In any case, given the fact that we judge the signature on lease offer AA-67145 to be that of appellant, we must reverse the March 1985 BLM decision. All else being regular, a noncompetitive oil and gas lease should be issued to appellant.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is reversed.

Will A. Irwin
Administrative Judge

We concur:

C. Randall Grant, Jr.
Administrative Judge

R. W. Mullen
Administrative Judge

